

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 42	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Maintenance of Local Protection Projects FFP CONSTRUCTION OF NEW FACILITIES AND REPAIR/ MODIFY EXISTING FACILITIES, AND SITE WORK IN ACCORDANCE WITH THE ENCLOSED SCOPE OF WORK LOCATED WITHIN YORK COUNTY, PENNSYLVANIA. THE PROJECTS ARE INDIAN ROCK DAM AND THE CODORUS CREEK LOCAL FLOOD PROJECTION PROJECT IN PENNSYLVANIA. ****PRE - BID MEETING WILL BE HELD AT THE SUSQUEHANNA RIVER PROJECT OFFICE, DANVILLE, PENNSYLVANIA ON JUNE 29, 2005 @ 10:00 A.M. CONTACT BRIAN LINDSAY @ 570-275-9505.***** ****SEE THE ENCLOSED SCOPE OF WORK AND PROVIDE A PROPOSAL FOR THIS LOCATION. THIS BPA WILL CLOSE ON JULY 6, 2005 @ 12:00 NOON. ALL BIDS MUST BE SUBMITTED AT THAT TIME. ALL VENDORS MUST BE CCR BY THE TIME OF THIS AWARD AND TO ACCOMPLISH THIS YOU CAN REGISTER AT http://www.ccr.gov ***** SEE BPA TERMS AND CONDITONS GOV'T POC: BRIAN LINDSAY @ 570-275-9505 BUYER POC: CHERI AMES @ 410-962-3526				

NET AMT

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

WAGE DETERMINATIONS

WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2455 (Rev. 21) dated 9 July 2004

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Adams, York

WAGE DETERMINATION NO: 94-2455 REV (22) AREA: PA,YORK

WAGE DETERMINATION NO: 94-2455 REV (22) AREA: PA,YORK

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2455
Director	Wage Determinations	Revision No.: 22
		Date Of Last Revision: 07/09/2004

State: Pennsylvania

Area: Pennsylvania Counties of Adams, York

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.91
01012 - Accounting Clerk II	11.56
01013 - Accounting Clerk III	13.66
01014 - Accounting Clerk IV	14.85
01030 - Court Reporter	14.35
01050 - Dispatcher, Motor Vehicle	14.43
01060 - Document Preparation Clerk	10.24
01070 - Messenger (Courier)	10.09
01090 - Duplicating Machine Operator	10.24
01110 - Film/Tape Librarian	11.36
01115 - General Clerk I	8.29
01116 - General Clerk II	9.42
01117 - General Clerk III	12.41
01118 - General Clerk IV	13.93
01120 - Housing Referral Assistant	16.76
01131 - Key Entry Operator I	10.27
01132 - Key Entry Operator II	10.58
01191 - Order Clerk I	10.09
01192 - Order Clerk II	14.84
01261 - Personnel Assistant (Employment) I	11.70
01262 - Personnel Assistant (Employment) II	13.14
01263 - Personnel Assistant (Employment) III	14.74
01264 - Personnel Assistant (Employment) IV	16.46
01270 - Production Control Clerk	15.97
01290 - Rental Clerk	11.48
01300 - Scheduler, Maintenance	13.88
01311 - Secretary I	13.88
01312 - Secretary II	15.30
01313 - Secretary III	16.76
01314 - Secretary IV	18.62
01315 - Secretary V	19.28
01320 - Service Order Dispatcher	12.91
01341 - Stenographer I	10.63
01342 - Stenographer II	11.93
01400 - Supply Technician	18.62

01420 - Survey Worker (Interviewer)	14.35
01460 - Switchboard Operator-Receptionist	10.24
01510 - Test Examiner	15.30
01520 - Test Proctor	15.30
01531 - Travel Clerk I	9.60
01532 - Travel Clerk II	10.23
01533 - Travel Clerk III	10.77
01611 - Word Processor I	11.54
01612 - Word Processor II	12.73
01613 - Word Processor III	15.85
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.08
03041 - Computer Operator I	13.47
03042 - Computer Operator II	15.06
03043 - Computer Operator III	19.14
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	23.67
03071 - Computer Programmer I (1)	18.71
03072 - Computer Programmer II (1)	23.18
03073 - Computer Programmer III (1)	25.11
03074 - Computer Programmer IV (1)	26.17
03101 - Computer Systems Analyst I (1)	24.07
03102 - Computer Systems Analyst II (1)	26.98
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.73
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.26
05010 - Automotive Glass Installer	15.06
05040 - Automotive Worker	15.06
05070 - Electrician, Automotive	15.70
05100 - Mobile Equipment Servicer	13.76
05130 - Motor Equipment Metal Mechanic	16.70
05160 - Motor Equipment Metal Worker	15.06
05190 - Motor Vehicle Mechanic	16.26
05220 - Motor Vehicle Mechanic Helper	14.41
05250 - Motor Vehicle Upholstery Worker	14.41
05280 - Motor Vehicle Wrecker	15.06
05310 - Painter, Automotive	15.70
05340 - Radiator Repair Specialist	15.06
05370 - Tire Repairer	13.29
05400 - Transmission Repair Specialist	16.26
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.80
07010 - Baker	11.41
07041 - Cook I	8.64
07042 - Cook II	10.16
07070 - Dishwasher	8.80
07130 - Meat Cutter	13.14
07250 - Waiter/Waitress	9.47
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.70
09040 - Furniture Handler	12.23
09070 - Furniture Refinisher	15.70
09100 - Furniture Refinisher Helper	13.10
09110 - Furniture Repairer, Minor	14.41
09130 - Upholsterer	15.70

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.67
11090 - Gardener	11.82
11121 - House Keeping Aid I	8.80
11122 - House Keeping Aid II	9.96
11150 - Janitor	10.18
11210 - Laborer, Grounds Maintenance	9.91
11240 - Maid or Houseman	8.80
11270 - Pest Controller	13.12
11300 - Refuse Collector	9.72
11330 - Tractor Operator	10.85
11360 - Window Cleaner	10.80
12000 - Health Occupations	
12020 - Dental Assistant	11.39
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.84
12071 - Licensed Practical Nurse I	11.84
12072 - Licensed Practical Nurse II	13.29
12073 - Licensed Practical Nurse III	14.87
12100 - Medical Assistant	11.36
12130 - Medical Laboratory Technician	14.75
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.46
12223 - Nursing Assistant III	11.42
12224 - Nursing Assistant IV	12.81
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.81
12311 - Registered Nurse I	19.15
12312 - Registered Nurse II	23.45
12313 - Registered Nurse II, Specialist	23.45
12314 - Registered Nurse III	28.37
12315 - Registered Nurse III, Anesthetist	28.37
12316 - Registered Nurse IV	33.97
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.30
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	19.22
13013 - Exhibits Specialist III	24.99
13041 - Illustrator I	16.49
13042 - Illustrator II	19.22
13043 - Illustrator III	24.99
13047 - Librarian	22.64
13050 - Library Technician	12.87
13071 - Photographer I	12.72
13072 - Photographer II	13.92
13073 - Photographer III	14.44
13074 - Photographer IV	21.56
13075 - Photographer V	26.10
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.45
15030 - Counter Attendant	7.45
15040 - Dry Cleaner	9.60
15070 - Finisher, Flatwork, Machine	7.45
15090 - Presser, Hand	7.45

15100 - Presser, Machine, Drycleaning	7.45
15130 - Presser, Machine, Shirts	7.45
15160 - Presser, Machine, Wearing Apparel, Laundry	7.45
15190 - Sewing Machine Operator	10.23
15220 - Tailor	10.77
15250 - Washer, Machine	8.14
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.49
19040 - Tool and Die Maker	18.84
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.96
21020 - Material Coordinator	15.97
21030 - Material Expediter	15.97
21040 - Material Handling Laborer	12.80
21050 - Order Filler	13.41
21071 - Forklift Operator	13.83
21080 - Production Line Worker (Food Processing)	13.83
21100 - Shipping/Receiving Clerk	13.25
21130 - Shipping Packer	13.25
21140 - Store Worker I	10.87
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.60
21210 - Tools and Parts Attendant	13.83
21400 - Warehouse Specialist	13.83
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.67
23040 - Aircraft Mechanic Helper	14.78
23050 - Aircraft Quality Control Inspector	20.42
23060 - Aircraft Servicer	16.72
23070 - Aircraft Worker	13.40
23100 - Appliance Mechanic	15.70
23120 - Bicycle Repairer	13.29
23125 - Cable Splicer	24.89
23130 - Carpenter, Maintenance	16.30
23140 - Carpet Layer	12.73
23160 - Electrician, Maintenance	18.97
23181 - Electronics Technician, Maintenance I	19.68
23182 - Electronics Technician, Maintenance II	20.51
23183 - Electronics Technician, Maintenance III	21.24
23260 - Fabric Worker	16.16
23290 - Fire Alarm System Mechanic	18.86
23310 - Fire Extinguisher Repairer	15.26
23340 - Fuel Distribution System Mechanic	18.86
23370 - General Maintenance Worker	15.25
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.59
23430 - Heavy Equipment Mechanic	18.81
23440 - Heavy Equipment Operator	16.62
23460 - Instrument Mechanic	18.86
23470 - Laborer	11.25
23500 - Locksmith	15.70
23530 - Machinery Maintenance Mechanic	18.10
23550 - Machinist, Maintenance	17.09
23580 - Maintenance Trades Helper	15.59
23640 - Millwright	20.49
23700 - Office Appliance Repairer	17.95
23740 - Painter, Aircraft	17.27
23760 - Painter, Maintenance	15.70

23790 - Pipefitter, Maintenance	18.76
23800 - Plumber, Maintenance	17.25
23820 - Pneudraulic Systems Mechanic	18.86
23850 - Rigger	18.86
23870 - Scale Mechanic	17.05
23890 - Sheet-Metal Worker, Maintenance	16.68
23910 - Small Engine Mechanic	15.06
23930 - Telecommunication Mechanic I	18.26
23931 - Telecommunication Mechanic II	18.90
23950 - Telephone Lineman	18.26
23960 - Welder, Combination, Maintenance	18.35
23965 - Well Driller	18.86
23970 - Woodcraft Worker	18.86
23980 - Woodworker	15.26
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.07
24580 - Child Care Center Clerk	12.55
24600 - Chore Aid	8.92
24630 - Homemaker	13.96
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.88
25040 - Sewage Plant Operator	17.26
25070 - Stationary Engineer	17.88
25190 - Ventilation Equipment Tender	13.44
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
(not set) - Police Officer	22.38
27004 - Alarm Monitor	10.41
27006 - Corrections Officer	21.06
27010 - Court Security Officer	21.06
27040 - Detention Officer	21.06
27070 - Firefighter	19.96
27101 - Guard I	9.31
27102 - Guard II	10.41
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.69
28020 - Hatch Tender	16.69
28030 - Line Handler	16.69
28040 - Stevedore I	15.82
28050 - Stevedore II	17.22
29000 - Technical Occupations	
21150 - Graphic Artist	18.22
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	13.66
29024 - Archeological Technician II	15.29
29025 - Archeological Technician III	18.95
29030 - Cartographic Technician	20.58
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.07
29040 - Civil Engineering Technician	20.58
29061 - Drafter I	14.87
29062 - Drafter II	16.69
29063 - Drafter III	18.66
29064 - Drafter IV	20.58
29081 - Engineering Technician I	14.67

29082 - Engineering Technician II	16.47
29083 - Engineering Technician III	18.55
29084 - Engineering Technician IV	19.47
29085 - Engineering Technician V	27.91
29086 - Engineering Technician VI	33.79
29090 - Environmental Technician	18.71
29100 - Flight Simulator/Instructor (Pilot)	26.98
29160 - Instructor	19.17
29210 - Laboratory Technician	14.72
29240 - Mathematical Technician	19.22
29361 - Paralegal/Legal Assistant I	15.02
29362 - Paralegal/Legal Assistant II	18.26
29363 - Paralegal/Legal Assistant III	22.73
29364 - Paralegal/Legal Assistant IV	27.06
29390 - Photooptics Technician	17.47
29480 - Technical Writer	19.64
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	20.79
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.71
29622 - Weather Observer, Upper Air (3)	18.71
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.91
31260 - Parking and Lot Attendant	9.03
31290 - Shuttle Bus Driver	11.65
31300 - Taxi Driver	11.04
31361 - Truckdriver, Light Truck	11.63
31362 - Truckdriver, Medium Truck	12.34
31363 - Truckdriver, Heavy Truck	16.11
31364 - Truckdriver, Tractor-Trailer	16.11
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.14
99030 - Cashier	8.23
99041 - Carnival Equipment Operator	10.81
99042 - Carnival Equipment Repairer	11.34
99043 - Carnival Worker	8.79
99050 - Desk Clerk	10.07
99095 - Embalmer	19.38
99300 - Lifeguard	10.19
99310 - Mortician	20.34
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.97
99500 - Recreation Specialist	13.96
99510 - Recycling Worker	11.94
99610 - Sales Clerk	9.62
99620 - School Crossing Guard (Crosswalk Attendant)	9.16
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	17.32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.45
99660 - Surveying Aide	11.28
99690 - Swimming Pool Operator	13.66
99720 - Vending Machine Attendant	11.89
99730 - Vending Machine Repairer	13.66

99740 - Vending Machine Repairer Helper

11.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

SCOPE OF WORK

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: \$500,000.00

BPA Call Limit: \$50,000.00

Period of Performance: 11 Jul 2005 to 31 May 2010

Section C – Descriptions and Specifications

BPA STATEMENT OF WORK

CENAB-OP-FS

Section B Supplies or Services Prices

BPA for Indian Rock Dam.

Please see the “Bidding” section for a detailed description of the coefficients.

0001	RS Means Coefficient	_____
0002	Non-RS Means Coefficient	_____
0003	Overtime Coefficient for Labor Only	_____

BPA Master Dollar Limit: \$500,000.00

BPA Call Limit: \$50,000.00

GENERAL REQUIREMENTS
FOR
BLANKET PURCHASE AGREEMENT

The Contractor shall provide all management, supervision, labor, materials, tools and equipment necessary to perform construction of new facilities, and repair/modify existing facilities, utilities, and site work in accordance with the below clause entitled "Scope of Work". Whenever the words "Contracting Officer" or Government appear, this will also include direction/concurrence with the Operations Manager, Mr. George Bielen.

Bidders are required to attend a pre-bid meeting before being considered for this contract. The Pre-Bid meeting will held at the Susquehanna River Project Office, Danville, PA on Friday, May 20, 2005 at 10:00 A.M. Contact Brian Lindsay, 570-275-9505 for directions. The scope of services shall be negotiated fixed prices Blanket Purchase Agreement (BPA) construction call records. Upon notice from the Ordering Officer (OO) of a requirement, the Contractor shall submit a price proposal to the Government for each potential call record. The proposal submitted by the Contractor shall be a detailed proposal comprised of a breakdown of labor, material and equipment quantities and costs. This breakdown shall also be required for any subcontractors.

PLACE OF PERFORMANCE

The area of work will be performed within York County, Pennsylvania. The projects are Indian Rock Dam and the Codorus Creek Local Flood Protection Project in Pennsylvania.

PERIOD OF PERFORMANCE

The period of performance for this BPA shall be for one base year and four one-year option periods (total of 5 years), beginning with the date of this BPA or upon reaching a total maximum amount of \$500,000.00, whichever occurs first. Calls under this Agreement may be issued during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any order placed prior to the expiration of such period.

CONTRACT VALUE

The total maximum BPA value shall be \$500,000.00. No individual call under this agreement shall exceed **\$50,000**.

EXTENT OF OBLIGATION

The Government is obligated to the extent of authorized calls actually placed against this BPA.

The following authorized individuals are authorized to request performance under the BPA (identified by position title and/or name).

- 1) William (Tony) Epps, Gloria Frost, Jackie Henderson, Sandy Wicks and Cheri Ames; Simplified Acquisition Team, Contracting Division, Baltimore District. No individual call shall exceed **\$50,000.00**.
- 2) Contracting Officer, Contracting Division, Baltimore District: No individual call shall exceed **\$50,000.00**.
- 3) George A. Bielen, Operations Manager, Susquehanna River Project: No individual call shall exceed \$25,000.00
- 4) Brian A. Lindsay, Environmental Engineer, Susquehanna River Project: No individual call shall exceed \$2,500.00.
- 5) Ron Bryden, Support Service Specialist, Susquehanna River Project: No individual call shall exceed \$2,500.00.
- 6) Kimm Rockey, Head Dam Operator, Indian Rock Dam: No individual call shall exceed \$2,500.

All BPA Calls over \$2,500 and under \$25,000 will normally be authorized by George Bielen.

PRICING

The prices to the Government shall be as low, as or lower than those charged the Contractor's most favored customer. Pricing will normally be based on RS Means Site and Landscape, Cost Data, bare costs with a negotiated co-efficient and non-prepriced co-efficient (as needed) added to the cost of the BPA call. The call record total price shall be calculated using a combination of established and negotiated unit prices, and estimated/assumed unit quantities. Preparation of proposals by the Contractor shall not constitute an obligation by the Government to issue a call record for performance, nor is the request for proposal to be construed as the Contractor's authority to commence construction activity. Upon receipt of the Contractor's proposal, the Government shall review the proposal for completeness, accuracy, and reasonableness. The Government may accept the proposal as stated or negotiate any aspect of the proposal. Each call record shall include the following information:

1. Date of the BPA call
2. BPA Contract number and BPA call number

3. Item number and description, quantity, unit prices, and total BPA call price
4. Commencement and BPA call performance period
5. Accounting and appropriation data
6. Scope of work.

Upon receipt of the BPA call, the Contractor shall use the BPA call number for internal control. All proposals, schedules, vouchers, correspondence, etc. must cite the BPA call number, as it is the Government's tracking mechanism.

SCOPE OF WORK

1. **PURPOSE:** The intent of this contract is to issue fixed price call records through a Blanket Purchase Agreement (BPA) that provides the Government with a cost-effective rapid response to maintain Local Flood Control Projects relating to, but not limited to the civil, mechanical, structural, security and safety areas of Government property. Projects may include, but are not limited to channels, embankments, roads, utilities, building and grounds. The general requirements for the nature and categories of work to be performed under this contract include, but are not limited to the following: site clearing, tree and brush removal, earthwork, gravel removal, fence repairs, rip-rap repair or placement, surveying, road and walkway repairs, cast in place concrete, brick and masonry, painting, debris cleanup, grass mowing and trimming, turf treatment, seeding, sign installation, and drainage structure construction and/or rehabilitation.
2. **EXECUTION OF MULTIPLE CALL RECORDS:** The work extends beyond a single construction effort and requires planning, scheduling, material procurement, and simultaneous management of multiple work crews at various locations. Call Records issued under this Agreement are often time critical and highly visible in nature. It is imperative that the Contractor is capable of quickly providing a flexible and multi-disciplined work force.
3. **CORPS OF ENGINEERS LIAISON:** The Contractor's management/supervision shall interface with the Ordering Officer (OO). The OO is responsible for day-to-day Government/Contractor liaison, submittal review/approval, phased inspections, payment requests approval, etc. Only the Contracting Officer or OO may direct "changes" to the call record scope of work. Notify the OO 48 hours prior to the actual commencement of work.
4. **CONTRACTOR'S MANAGEMENT AND SUPERVISION:** The Contractor must execute a flow of independent call records and adjust his craft mix without impacting other Contractors. The Contractor must effectively manage his subcontractors to insure that the Government is provided a "seamless" level of effort on each call record, weather permitting. The Contractor shall provide a full time on-site supervisory representative for any BPA calls as determined by the Ordering Officer. The superintendent shall be English-speaking.
5. **WORK TASKINGS:** Call Record scopes will be a simple performance narrative but may include a more complex fully designed product (100% plans and specs). Where specific scope details can not be provided, the Contractor and the Government will reach an agreement on line item identity, quantity, and performance period to fulfill the intent of the call record.

CALL RECORD PREPARATION

1. **SITE VISIT:** Upon receiving a request for proposal from the Ordering Officer, the Contractor shall meet with the Corps' designated representative responsible for coordinating/negotiating the call record. An initial site visit and scope clarification meeting(s) may be performed to further define and/or clarify the call record requirements. The Contractor shall have the following time schedule for submittal of a proposal, based on the estimated value of the call record, except in emergency conditions (See 2.10):

ESTIMATED VALUE OF BPA CALL	SCHEDULE
Under \$10,000	5 working days
\$10,001 to \$25,000	10 working days

\$25,001 to \$50,000

15 working days

The Contractor shall notify the Government within two working days of receipt of a Request for Proposal for an individual call record if the Contractor cannot meet the above schedule. The Contractor shall also propose an alternate schedule, subject to the approval of the Government.

2. CALL RECORD COST COMPUTATION

Definitions: The following definitions are general in nature and are further defined/illustrated in the subparagraphs below:

"Normal Working Hours" coefficient is to be for work that is contemplated or scheduled to be conducted during a normal forty (40) hour work straight time week. This item shall contain incidental overtime required to finish tasks that were contemplated to be worked during straight time hours.

"Non-Normal Working Hours" coefficient is to be for work that is contemplated or scheduled to be conducted during other than a normal straight time forty (40) hour work week, but exclusive of incidental overtime. Non-Normal Hours may be shift work other than the first shift, and evening or weekend hours and used only when directed by the Government.

"Brand name" refers to specific material(s) and/or equipment which the Contractor is directed to use. It may be used in prepriced or non-prepriced work.

"Documentation" means shop drawings and incidental drawings and/or minor designs necessary to complete the BPA call.

"Fixed Field Office Overhead" means contract costs incurred on a one-time basis for the BPA call.

PERFORMANCE OF BPA CALLS

In performance of work under this contract, the Contractor shall:

1. Provide the OO with a weekly work schedule, listing the BPA call to be performed for the following week and the trades involved by 2:00 p.m. of the proceeding Friday. The OO shall be notified immediately if revisions of the schedule are necessary during the workweek.
2. Arrange with the OO a sequence of procedures, means of access, and areas for storage of materials and equipment. Only materials and equipment to be used for work under this contract may be stored at the assigned area.

SPECIFICATIONS

Technical direction/specifications shall be in accordance with the US Army Corps of Engineers Guide Specifications for Construction, Section 01010, attached.

DELIVERY SCHEDULE

The time for completion of the work under the BPA call shall be stated therein. Delivery schedules shall include time for all activities from date of issuance of the BPA call, including ordering materials and time required for final clean-up, inspection, acceptance and close out of the BPA call.

NOTICE OF COMPLETION OF BPA CALL

The Contractor shall notify the OO, in writing upon completion of each individual BPA call. The Contractor shall give advance notice of the date work will be fully completed and ready for final inspection.

DEBRIS REMOVAL FROM SITE:

Load all trucks leaving the site with loose debris in a manner that will prevent droppings of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding highways. Comply with all regulations when handling hazardous materials. The Government shall be provided with a copy of all landfill dumping receipts.

MATERIALS DELIVERY & HANDLING:

The Contractor shall provide the means, manpower and equipment to accept and unload all materials delivered to the sites for work under this contract. The Government will not accept deliveries, nor will Government equipment and manpower be used for material handling.

APPENDIX A

Coefficients

1. INTENT: The intent of this appendix is to:
 - 1.1 Identify which costs are or are not included in the normal working hours coefficient and the non-normal working hours coefficient.
 - 1.2 Identify unit cost adjustments.
 - 1.3 Identify other priorities and conditions that affect the costing.
2. The following pertains to CLIN pricing.
 - 2.1 Waste of excess material quantities are incidental costs included within the contract unit prices. Quantities used on individual delivery order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.
 - 2.2 Costs for expendable supplies, lubricants and wear and tear on tools are incidental to the installation and construction costs and are included in the bare material cost line items. These will not be paid for separately.
 - 2.3 If conditions beyond the control of the Contractor are expected to significantly impact the continuous execution of the work, "overtime" and/or "non-standard time" may be warranted. The labor hour adjustment is limited to those unit lines affected by the anticipated impact.
 - 2.4 Prepriced line item adjustments shall only be applied to those line items affected by the work.
 - 2.5 Mobilization and demobilization costs are to be listed in the R.S. Means line items for the BPA call.
 - 2.6 No adjustment to the coefficient will be made for locality.
 - 2.7 Costs for all requirements identified in the Special Clauses, Section 01010 are to be included in the coefficient unless otherwise noted in the attached matrix.
3. The intent of this matrix is to identify which costs are included in the coefficients, and which are not included. All other costs not identified in this matrix (or elsewhere addressed in this contract) shall be considered included in the established coefficients.

The following items are considered as to be included in the CLIN Items or Allowances

ITEM	DEFINITION (if required)
Field Office Expense	Except for those items included defined as Fixed Price Field Office Overhead

Field Personnel or Project Supervisor	Miscellaneous Foremen are considered part of the Unit price
Architectural Fees, Engineering Fees and Shop Drawings	These fees will be paid through the line item allowances upon presentations of costs for work that is considered as an extension of the design
Fixed price Field Office Overhead	These costs to set up and remove the field office complex, and its utility hook ups will be paid through the line item allowance upon presentation of costs.
Cut and Patch to match existing	
Dust Protection	
Material Handling and Storage	
Temporary Shoring and Bracing	
Temporary Construction	
Safety Requirements	
Personnel Protective Equipment	
Equipment and Scaffolding	
Barriers and Enclosures	
Final Clean-up	
Contingencies	

APPENDIX B: BPA CALL PROPOSAL FORMAT

The delivery order proposal shall be of sufficient detail to identify, quantify, and rationalize the use of all prepriced and non-prepriced line items as noted herein.

1. BPA CALL ESTIMATE: For non- MEANS work, the estimate format shall include:

- 1.1 MEANS CLIN Items: Provide the Line Item Number. Quantities estimated along with the total bare costs for that quantity shall also be provided line item by line item. Any changes to these line items (as allowed by Appendix A) shall be highlighted. No other changes will be allowed. The rationale for these unit price changes shall be addressed in the narrative, which will be numerically "keyed" back to the line item. Bare costs will be subtotaled at the division, subdivision, and major line items levels.
- 1.2 Non-Means Line Items: These items should be identified (highlighted) within the appropriate prepriced line item format (either unit or assembly line items.). A brief description of the unit line should be identified in the estimate format. To the extent practical, ** material, labor and equipment costs per unit should be identified in the estimate along with the total material, labor and equipment cost. A more detailed description, rationale for use, assumptions and cost backup information required to justify/document this negotiated line item shall be provided in the accompanying narrative. This narrative shall be keyed to the estimate.

**Note: "to the extent practical" is dependent on the nature of the contract vehicle used to procure the non-prepriced line item. For self performed work, this information is available. For subcontracted non pre-priced work see below. These realities shall be identified in the narrative.

- 1.3 Non MEANS Subcontracted Items: If an item of work is not listed and is subcontracted, the Contractor shall secure a complete price for this work and apply an overhead and profit markup only.
- 1.4 Highlight line items where "directed" brand name (s) material is used. Identify any impact on prepriced line items (if applicable). Explain the use of the brand name material (s) in a "keyed" narrative.

BIDDING

The bid coefficients for “RS Means Coefficient” and “Non-R.S. Means Coefficient” (containing full consideration for overhead, profit and other expenses) shall be a multiplier of the R. S. Means bare costs. Location factors and City cost indexes shall not be applied. For example, a bid coefficient of 1.1 equals the RS Means bare cost times 1.1 which adds 10% for overhead, profit and other expenses to the RS Means bare costs to establish a total price for a BPA call.

The bid coefficient for “Overtime for Labor only Coefficient” shall be a multiplier of the R.S. Means bare cost for labor only. For example, a bid coefficient of 1.5 equals the R. S. Means bare cost for labor plus 50%. This amount would then replace the RS Means bare labor costs and be added to equipment and material costs and then be multiplied by the R.S. Means Coefficient to establish a total price for a BPA call.

These coefficients are identified in the bid schedule and are based on the nature of the line items and the price of the BPA call.

SECTION 01010

SPECIAL CLAUSES

PART 1 - ADMINSTRATIVE REQUIREMENTS

1.1. PROGRESS SCHEDULING AND REPORTING: (AUG 1999) The Contractor shall provide the services outlined in each BPA Call within the time period specified by the BPA Call. For projects requiring outages or close coordination with the facilities, the Contractor may be requested to provide a simplified schedule outlining start and completion periods of critical items and overall completion of the work.

1.2. PAYMENTS TO CONTRACTORS (NOV 1976) For payment purposes only, an allowance will be made by the Ordering Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to the Contract Clause entitled "Payments under Fixed-Price Construction Contracts". The Ordering Officer may also, at his discretion, take into consideration the cost of materials or equipment stored at locations other than the jobsite, when making progress payments under the contract. In order to be eligible for payment, the Contractor must provide satisfactory evidence that he has acquired title to such material or equipment, and that it will be utilized on the work covered by this contract. Further, all items must be properly stored and protected. Earnings will be computed using 100% of invoiced value. (CENAB-CO-E)

1.3 PURCHASE ORDER (SEP 1875 REV JUN 1991) One readable copy of all purchase orders for material showing firm names and addresses, and all shipping bills, or memoranda of shipment received regarding such material, shall be furnished to the appointed Ordering Officer as soon as issued. Such orders, shipping bills or memoranda shall be so worded or marked that all material can be definitely identified on the drawings. At the option of the Contractor, the copy of the purchase order may or may not indicate the purchase price. (CENAB-CO-E)

1.4 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (EFARS 53.0231.5000 (OCT 1995))

1.4.1 This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

1.4.2 Allowable cost for construction and marine plant and equipment in sound workable conditions owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual costs date for each piece of equipment or groups of similar serial and services for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs can not be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP1110-1-8, Construction Equipment Ownership and Operating Expenses Schedule, Region East. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Ordering Officer. For equipment not included in the schedule, rate for comparable pieces of equipment maybe used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

1.5. NEGOTIATED MODIFICATIONS. Modifications to any BPA Call will be prepared in the same format as the basic award. Profit and Overhead is included in the R.S. Means Coefficient and the Non-Priced Coefficient.

1.6. PHOTOGRAPHIC COVERAGE: (SEP 85) All photography under this contract shall be coordinated with the Ordering Officer.

1.7 REAL PROPERTY EQUIPMENT DATA: (APR 1975) At or before the time of completion of the BPA Call, the Contractor shall submit to the Ordering Officer, a complete itemized list, including serial and model number where applicable, showing the unit retail value of each Contractor furnished item of mechanical, electrical and plumbing

equipment installed by the Contractor under this contract. For each of the items which are specified herein to be guaranteed for a specified period from the date of acceptance thereof, either for beneficial use or final acceptance, whichever is earlier, against defective materials, design, and workmanship, the following information shall be given: the name, address and telephone number of the subcontractor, Equipment Supplier, or Manufacturer originating the guaranteed item. The list shall be accompanied by a copy of the specific guarantee document for each item which is specified herein to be guaranteed if one had been furnished to the Contractor by the Equipment Supplier or Manufacturer. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. (CENAB-CO-E)

1.8. OPERATING AND MAINTENANCE DATA (JUL 1979) The Contractor shall submit to the Ordering Officer, at a time prior to the 50% project completion time, a list of proposed maintenance and instruction manuals to be furnished the Government and the scheduled dates of all required field instructions to be provided by Contractor furnished personnel or manufacturer's representatives. All maintenance and instruction manuals must be furnished to the Ordering Officer at least 2 weeks prior to the scheduled dates of any required Contractor furnished field instructions or at least one month prior to project completion if no Contractor furnished field instructions are required. (CENAB)

1.9. SECURITY REQUIREMENTS: Contractor personnel proposed to work under this contract must successfully pass police background investigations prior to being admitted to the U.S. Army Corps of Engineers installation. Upon contract award, the Contractor will be provided with U.S. Army Corps of Engineers Contractor Personnel Access Forms. Within five business days of award of a BPA Call and receipt of the personnel access forms, the Contractor shall submit completed personnel access forms to the Ordering Officer.

1.10 Emergency Response Plan: The Contractor shall submit a written emergency response plan capable of responding to flood related emergencies which shall include, but not limited to the following items:

- 1.10.1 Written Sequence of Response.
- 1.10.2 24 Hour Emergency Contact Phone numbers.
- 1.10.3 Available Equipment to Respond.
- 1.10.4 Available Manpower to Respond.
- 1.10.5 Available Sub-Contractors or Additional Resources.

1.11 Deposit And Debris Removal: A record of deposit and debris removal shall be maintained by the Contractor and submitted to the COR upon completion of the removal.

1.12 Payment: The Contractor will be paid only for work accomplished and performed in accordance with the specifications and the requirements of the BPA calls. The Contractor's administrative time to accomplish work, including estimates and time spent traveling to and from the job site and for the purpose of transporting personnel, equipment, materials, and supplies or other items to the job site will not be considered as work for payment under this contract. Payment will be made after acceptance of the work by the Government. Work includes all contractual requirements including supporting documents.

1.13 Pre-Work Conference A Pre-Work Conference will be arranged by the Contracting Officer's Representative after award of contract and before commencement of work. The COR will notify the Contractor of the date, time and location set for the meeting. At this conference, the Contractor shall be orientated with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

1.13.1 The Contractor shall bring to this conference the following items in either completed or draft form:

- Hazard Analysis Plan
- Accident Prevention Plan
- Activity Hazard Analyses
- Written Hazard Communication Program

Emergency Response Plan
 Letter Appointing Superintendent(s)
 List of Emergency Contact(s)
 List of Subcontractors

1.14 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the COR. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing work, the Contractor shall remove from the work site and premises any rubbish, tools, equipment, and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the COR.

1.15 Permits and Licenses: The Contractor shall acquire any permits and comply with all applicable Federal, State and local laws and regulations.

PART 2 - JOB CONDITIONS

2.1. LAYOUT OF WORK: (APR 1972) The Contractor shall lay out his work and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his own expense, all templates, platforms, equipment, tools and materials and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and elevations shown on the drawings or indicated by the Ordering Officer. (CENAB)

2.2. UTILITIES: All utility investigations, connections, and disconnections away from the immediate vicinity of the project site shall be coordinated with the Ordering Officer.

2.2.1. AVAILABILITY OF UTILITIES INCLUDING LAVATORY FACILITIES: (JUN 1980) it shall be the responsibility of the Contractor to provide all utilities he may require during the entire life of the BPA Call. He shall make his own investigation and determinations as to the availability and adequacy of utilities for his use for construction purposes and domestic consumption. He shall install and maintain all necessary supply lines, connections, piping, and meters if required, but only at such locations and in such manner as approved by the Ordering Officer. Before final acceptance of work under this BPA Call, all temporary supply lines, connections and piping installed by the Contractor shall be removed by him in a manner satisfactory to the Ordering Officer. (CENAB)

2.3. DISPOSAL OF EXISTING MATERIAL AND EQUIPMENT: (DEC 1975) All removed, dismantled or demolished material and/or equipment including rubble, scrap and debris not specified or indicated by the Government to be salvaged or reinstalled under this BPA Call or otherwise retained for disposal on Government land will become the property of the Contractor and shall be promptly removed from the site and disposed of by the Contractor at his own expense and responsibility. (CENAB)

2.4. COMPLIANCE WITH AGENCY REGULATIONS (JUL 1980). The site of the work is at a Government agency and all rules and regulations issued by the authorized agency officials covering general safety, security, sanitary requirements, pollution control, traffic regulations and parking, shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the Ordering Officer, who will provide such information or assist in obtaining same from appropriate authorities. (MEMO).

2.5. PROTECTION OF GOVERNMENT PROPERTY AND PERSONNEL (DEC 1975)

2.5.1. All existing non-Contractor owned material and equipment within the work area shall be protected by the Contractor from damage caused by construction operations. Existing work damaged by construction operations shall be promptly repaired by the Contractor at Contractor's own expense.

2.5.2. The Contractor shall protect personnel by installing safety rails and/or barricades as applicable to prevent injury from unauthorized entry into work areas. Warning signs shall be erected as necessary to indicate Construction areas or hazardous zones. Work shall proceed in such manner as to prevent the undue spread of dust and flying particles.

2.5.3. The Contractor shall take such additional measures as may be directed by the Ordering Officer to prevent damage or injury to non-Contractor property or personnel. (CENAB).

2.6 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

2.6.1 This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Ordering Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the BPA Call period must be found severe; that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2.7. WORKING HOURS: It shall be the Contractor's responsibility to obtain the working hours other than the normal five (5) day week, 0700 am to 3:30 p.m. except Federal holidays..

2.8. EXISTING SITE UTILITIES, AND MATERIALS

2.8.1. UTILITY MARKING: The Contractor shall contact the Ordering Officer and the One-Call Service, a minimum of 14 days and 72 hours, respectively, prior to any excavation, requesting utility locations and markings. The Contractor shall not proceed with any excavation until all utilities, including abandoned utilities, have been marked to the satisfaction of the Ordering Officer. Prior to requesting the making of utilities, the Contractor shall stake out proposed excavations and limits of work with white lines ("White Lining"). It is the Contractor's responsibility to ensure that all permits (excavation or otherwise) are current and up-to-date without expiration. In addition to the above requirements, the Contractor shall:

- a. Visually survey and verify that all utility markings are consistent with existing appurtenances such as manholes, valve boxes, poles, pedestals, pad-mounted devices, gas meters, etc. prior to any excavation.
- b. Hand dig test holes to verify the depth and location of all utilities prior to any mechanical excavation within the limits of the work. Other non-damaging methods for utility verification, as indicated in (d) below, may be considered subject to approval by the Ordering Officer. Also, verify that any abandoned utilities are not active.
- c. Preserve all utility markings for the duration of the project to the farthest extent possible.
- d. When excavation is performed within 2 feet of any utility line, a non-damaging method of excavation shall be used. The non-damaging method shall be hand digging. Other non-damaging methods, such as, soft digging, vacuum excavation, pneumatic hand tools, may be considered subject to approval by the Ordering Officer.
- e. Regardless of the type of excavation, the Contractor shall notify the Contracting Officer a minimum of 72 hours prior to any excavation activity. Failure to notify the Contracting Officer can result in the issuance of a "Stop Work" order, which shall not be justification for contract delay or time extension. The Government reserves the right to have personnel present on site during any type of excavation.
- f. The Contractor's Quality Control System Manager shall ensure that all excavation requirements herein are met at the time of the preparatory phase of quality control, and that the excavation procedures are reviewed during the preparatory phase meeting. This preparatory phase of control shall also establish and document contingency plans and actions to be followed in the event that existing utilities are

- damaged or interrupted. Locations of shut off or isolation devices along with other safety features shall be established and their operation reviewed.
- g. Any work other than excavation in the vicinity of a utility that could damage or interrupt a utility, such as, exterior or interior work near transformers, power lines, poles, above ground gas lines, gas meters, etc. shall be done with extreme care. The Contractor shall specifically note during the preparatory phase of quality control, the construction techniques to be used to preclude damaging or interrupting any utility. This preparatory phase of control shall also establish and document contingency plans and actions to be followed in the event that existing utilities are damaged or interrupted. Locations of shut off or isolation devices along with other safety features shall be established and their operation reviewed.
 - h. The Contractor shall complete a risk assessment, using the attached checklist, at least one week prior to the start of any excavation or other work in the vicinity of a utility. The risk assessment shall be submitted for Government approval prior to any excavation or other work in the vicinity of a utility. A risk assessment shall be completed for each definable feature of work encountering utilities and shall include all utilities anticipated to be encountered.

2.9. PROTECTION AND MAINTENANCE OF TRAFFIC: The Contractor shall maintain and protect traffic on all affected roads during any construction period except as otherwise specifically directed by the Ordering Officer. Measures for the protection and diversion of traffic, including the erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the facility. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

2.10. EMERGENCY WORK: Emergency work is any work required to correct problems caused by failures or deficiencies to project facilities and property which constitute an immediate danger or health hazard or a threat to property. The Contractor shall have qualified personnel available on call, 24 hours per day, 7 days per week for emergency work. The name(s), address(es) and phone number(s) of the person(s) to be contacted in case of an emergency shall be submitted to the COR prior to commencement of this contract. This person(s) shall have the authority to act on behalf of the Contractor to perform the necessary emergency work without delay. Emergency work will be initiated by notice (phone call or other means) from the COR or a designated representative and the Contractor shall initiate corrective action immediately. The Contractor shall notify the COR immediately of any emergency work which cannot be corrected within a 24-hour period. When emergency situations are recognized by the Contractor or Contractor personnel, the COR shall be contacted immediately and prior to initiating emergency work unless the nature of the emergency requires immediate action to preserve life or avoid injury. In such cases the Contractor shall perform remedial work to temporarily correct the situation and shall advise the COR of the problem immediately.

2.11. MINIMUM MAN-POWER REQUIREMENTS: The Contractor shall provide an adequate number of fully qualified personnel and resources to perform the work specified herein. The Contractor shall be advised that large quantities of work may be necessary to be completed in a short period of time or in short notice. Personnel required to handle emergency situations shall be available on call 24 hours per day, 7 days per week.

2.12. OTHER CONTRACTS: The Government may undertake or award other contracts or have lessees or volunteers performing certain work, and the Contractor shall fully cooperate with such other contractors, lessees, volunteers and Government employees and carefully fit their own work to such other additional work as may be directed by the COR. The Contractor may be required to work together with other contractors, lessees, volunteers and Government employees to complete a task such as the Contractor loading trucks other than his own or hauling material loaded by others. The Contractor shall not commit or permit any act, which will interfere with performance of work by another contractor, by a lessee, or by Government employees. The COR can alter the work schedules of the other contractor, lessee, volunteer, Government employees or the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor.

PART 3 - SAFETY

3.1. APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification and are referred to in the text by the basic designation only.

3.1.1 U.S. ARMY CORPS OF ENGINEERS

EM 385-1-1 (3 Nov 03) U.S. Corps of Engineers Safety and Health Requirements Manual

3.2 GENERAL: Worker safety is of paramount importance. The Contractor shall comply with the Contract Clause in the Solicitation entitled ACCIDENT PREVENTION, including the U.S. Army Corps of Engineers Safety and Health Requirements Manual referred to therein in addition to the provisions of this specification.

3.3. SAFETY PROGRAM: The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1, and all subsequent revisions referred to in the Contract Clause ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:

3.3.1 For each BPA Call, the Contractor shall designate any employee responsible for overall supervision of accident prevention activities. Such duties shall include: (1) assuring applicable safety requirements are (a) communicated to the worker in a language they understand. It is the Contractor's responsibility to ascertain if there are workers on the job who do not speak and/or understand the English language. If such workers are employed by the prime Contractor or subcontractors, at any tier, it is the prime Contractor's responsibility to insure that all safety programs, signs, and tool box meetings are communicated to the workers in a language they understand, and that a bilingual employee is on site at all times. If the Contractor contends that interpreters and/or bilingual signs are not required, certification must be provided which verifies that all workers (whose native tongue is other than English) have a command of the English language sufficient to understand all direction, training and safety requirements, whether written or oral, and (b) incorporated in work methods, and (2) inspecting the work to ensure that safety measures and instructions are actually applied. The proposed safety supervisor's name and qualifications shall be submitted in writing for approval to the Ordering Officer. This individual must have prior experience as a safety engineer or be able to demonstrate his/her familiarity and understanding of the safety requirements over a prescribed trial period. The safety engineer shall have the authority to act on behalf of the Contractor's general management to take whatever action is necessary to assure compliance with safety requirements. The safety supervisor is required to be on the site when work is being performed.

3.3.2 Prior to issuing any BPA Calls and commencement of any work at a job site, a safety meeting shall be held between the Contractor and the Corps of Engineers Ordering Officers to discuss the Contractor's safety program and in particular to review the following submittals:

a. Contract Accident Prevention Plan: An acceptable accident prevention plan, written by the prime Contractor for the blanket purchase agreement that covers in general all aspects of work and implementing the pertinent requirements of EM 385-1-1, shall be submitted for Government approval.

b. Activity Phase Hazard Analysis Plan: Prior to beginning each BPA Call, an activity hazard analysis (phase plan) shall be prepared by the Contractor for that phase of work and submitted to the Ordering Officer for approval. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis shall address the hazards for each activity performed in the phase and shall present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.

3.3.3 Job site safety meetings shall be held as follows:

- a. A safety meeting shall be held at least once a month for all supervisors on the project to review past activities, to plan ahead for new or changed operations and to establish safe working procedures to anticipated hazards. An outline report of each monthly meeting shall be submitted to the Ordering Officer.
- b. At least one safety meeting shall be conducted weekly, or whenever new crews begin work, by the appropriate field supervisors or foremen for all workers. An outline report of the meeting giving date, time, attendance, subjects discussed and who conducted it shall be maintained and copies furnished the designated authority on request.

3.4. ACCIDENTS: Chargeable accidents are to be investigated by both Contractor and the Ordering Officer.

3.4.1. Accident Reporting: Eng. Form 3394: Section I, Paragraph 01.D., of EM 385-1-1 and the Contract Clause entitled ACCIDENT PREVENTION are amended as follows: The prime Contractor shall report on Eng. Form 3394, supplied by the Ordering Officer, all injuries to his employees or subcontractors that result in lost time and all damage to property and/or equipment in excess of \$2,000 per incident. Verbal notification of such accident shall be made to the Ordering Officer within 24 hours. A written report on the above noted form shall be submitted to the Ordering Officer within 72 hours following such accidents. The written report shall include the following:

- a. A description of the circumstances leading up to the accident, the cause of the accident and corrective measures taken to prevent recurrence.
- b. A description of the injury and name and location of the medical facility giving examination and treatment.
- c. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the doctor, and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, state whether or not the employee has been re-examined and declared fit to resume work as of the date of the report.

3.4.2. OSHA REQUIREMENTS

- a. OSHA Log: A copy of the Contractor's OSHA Log of Injuries shall be forwarded monthly to the Ordering Officer.
- b. OSHA Inspections: Contractors shall immediately notify the Ordering Officer when an OSHA Compliance official (Federal or State representative) presents his/her credentials and informs the Contractor that the workplace will be inspected for OSHA compliance. Contractors shall also notify the Ordering Officer upon determination that an exit interview will take place upon completion of the OSHA inspection. (NABSA OCT 05, 1976)

PART 4 - CONTRACTOR QUALITY CONTROL

4.1. GENERAL: The Contractor shall provide and maintain an effective quality control program that complies with the Contract Clause entitled "Inspection of Construction". The Contractors Quality Control Program through inspection and reporting shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract document. The burden of proof of contract compliance is placed on the Contractor and not assumed by the Government. The Contractor's Quality Control will not be accepted without question.

4.2. CONTROL: Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The CQC System Manager for each definable feature of work shall conduct at least three phases of control as follows:

4.2.1. Preparatory Phase: This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. Reviews of applicable contract drawings, if any.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Ordering Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

4.2.2. Initial Phase: This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

4.2.3. Follow-up Phase: Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of the work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work, which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

4.2.4. Additional Preparatory and Initial Phases: Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if the work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

4.3. CONTRACTOR QUALITY CONTROL PLAN:

4.3.1. Not later than 14 days after award of the BPA, the Contractor shall submit to the Ordering Officer for approval a Contractor Quality Control (CQC) Plan, commensurate with the cost of the project, showing proposed implementation of the requirements of the Contract Clause titled "Inspection of Construction". The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used for assuring quality control on BPA Calls. Issuing any BPA Calls will only be permitted to begin after acceptance of the CQC Plan.

4.3.2. The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall assessment of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site as determined by the Ordering Officer and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

4.4. DOCUMENTATION:

4.4.1 The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility
- b. Operating plant/equipment with hours worked, idle, or down for repair
- c. Work performed each day, giving location, description, and by whom
- d. Test and/or control activities performed with results and reference to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions
- i. Instructions given/received and conflicts in plans and/or specifications
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. All calendar days shall be accounted for throughout the life of the BPA Call. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

4.5. **WORK DEFICIENCIES:** The Contractor shall not build upon or conceal non-conforming work. If deficiencies indicate that the Contractor's Quality Control is not adequate or does not produce the desired results, corrective actions shall be taken by the Contractor. If the Contractor does not promptly make the necessary corrections, the Ordering Officer may issue an order stopping all or any part of the work until satisfactory corrective actions has been taken. Payment for deficient work will be withheld until work has been satisfactorily corrected or other action is taken pursuant to the Contract Clause entitled, "Inspection of Construction". If recurring deficiencies in an item or items indicated that the quality control is not adequate, such corrective actions shall be taken as directed by the Ordering Officer.

PART 5 - SUBMITTALS

(This part applies to the attached submittal register and other technical submittal registers developed as part of the Contractor's design).

5.1 SUBMITTAL CLASSIFICATION: Submittals are classified as follows:

5.1.1. **Government Approved:** Governmental approval is required for items designed as "Government Approved" on the attached Eng Form 4288 and other items as designated by the Ordering Officer.

5.1.2. **Information Only:** All submittals not requiring Government approval will be for information only.

5.2. **APPROVED SUBMITTALS:** The approval of submittals by the Ordering Officer shall not be construed as a complete check, but will indicate only that the information is satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

5.3. **DISAPPROVED SUBMITTALS:** The Contractor shall make all corrections required by the Ordering Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under Contract Clause entitled "Changes" shall be given promptly to the Ordering Officer.

5.4. **GENERAL:** The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288). The Ordering Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work. Submittals shall be made in the respective number of copies and submitted to the Ordering Officer. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor and each respective transmittal form (ENG Form 4025) shall be stamped, signed and dated by the Contractor certifying that the accompanying submittal complies with the contract requirements. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

5.5. **SUBMITTAL REGISTER:** (ENG Form 4288): This will be required as directed by the Ordering Officer. At the end of this section is one ENG Form 4288 listing items for which submittals are required by the Government-prepared specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register on a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "c" through "p" (abbreviations in column "p" are defined as follows: "AR" means Area Office) have been completed by the Government. The Contractor shall complete columns "a", "b", and "q" through "y" and return 2 completed copies (hard copy plus associated electronic file) to the Contractor Officer for approval within 30 calendar days after Notice to Proceed. The Contractor shall keep this diskette up to date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the BPA Call. This register and the progress schedules shall be coordinated.

5.6. SCHEDULING: Contractor shall provide a schedule outlining the start and completion of each phase of work and overall project completion commensurate with the cost of the project.

5.7. TRANSMITTAL FORM (ENG Form 4025): This will be required as directed by the Ordering Officer. The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph pertinent to the data submitted for each item.

5.8. SUBMITTAL PROCEDURE: Four (4) copies of submittals shall be made as follows:

5.8.1. Procedures: In the signature block provided on ENG Form 4025, the Contractor certifies that each item has been reviewed in detail and is correct and is in strict conformance with the Government-furnished specifications unless noted otherwise. The accuracy and completeness of submittals is the responsibility of the Contractor.

5.8.2. Deviations: For submittals which include proposed deviations requested by the Contractor, the column "variations" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

5.9. GOVERNMENT APPROVED SUBMITTALS: Upon completion of review of submittals will be identified as having received approval by being stamped and dated. Two (2) copies of the submittal will be retained by the Ordering Officer and two (2) copies of the submittal will be returned to the Contractor.

5.10. INFORMATION ONLY SUBMITTALS: Normally submittals for information only will be returned. Approval of the Ordering Officer is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the BPA Call.

1.11.1 STAMPS: Stamps used by the Contractor on the submittal date to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(FIRM NAME)

_____Approved

_____Approved with corrections as noted on submittal data and/or attached sheet(s)

SIGNATURE:_____

TITLE:_____

DATE:_____

PART 6 - ENVIRONMENTAL PROTECTION

6.1 APPLICABLE REGULATIONS: The Contractor and his subcontractors in the performance of this BPA Call, shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement in effect on the date of this solicitation, as well as the specific requirements stated elsewhere in the contract specifications or as directed by the Ordering Officer. The Contractor shall exercise care and safety in the performance of the contract and shall take necessary precautions to avoid contamination of the water, damage to private property and injury to employees and the public. The Contractor shall be liable for any and all damages to the environment, Government property, private property, trees and shrubs as well as injuries to the public and employees while in performance of this contract. All environmental protection matters shall be coordinated with the COR.

6.2. NOTIFICATION: The Ordering Officer will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Ordering Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

6.3. PROTECTION OF WATER RESOURCES: The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acid construction wastes or other harmful materials. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas.

6.4. BURNING: Burning will not be permitted.

6.5. DUST CONTROL: The Contractor shall maintain all work area free from dust that would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, where used, must be repeated at such intervals as to keep all parts of the disturbed areas at least damp at all times. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If applicable, approved plastic sheeting or similar materials shall be placed over doorways of areas being renovated or be erected around work areas to prevent spread of dust to adjacent areas.

PART 7 - NOT USED

PART 8 - TEMPORARY CONSTRUCTION ITEMS

8.1 GENERAL: The work covered by this section consists of furnishing all labor, materials, equipment, and services and performing all work required for or incidental to the items herein specified. No separate payment will be made for the construction and services required by this section, and all costs in connection therewith shall be included in the overall cost of the work unless specifically stated otherwise.

8.2 CONTRACTOR'S STORAGE AREAS, PARKING, AND FIELD OFFICE:

8.2.1. Administrative Field Office and Material Storage Facilities: The Contractor shall provide and maintain administrative field office and storage facilities at an approved location when required. Government office and warehouse facilities will not be available to the Contractor's personnel. Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Ordering Officer, require exterior painting or maintenance will not be allowed on Government property.

8.2.2. Storage Area: The Contracting Officer will designate a material/equipment storage location. Security for each area shall be sufficient to safeguard materials and equipment. If a fence is erected around material and equipment, as approved by the Ordering Officer, fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Fencing shall be kept in a state of good repair and proper alignment. Materials shall not be stockpiled outside the fence in preparation for the next day's work.

8.2.3. Non-Roadway Areas: Should the Contractor elect to traverse with construction equipment or other vehicles grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

8.2.4. Employee Parking: Contractor employees shall park construction and privately owned vehicles in an area designated by the Ordering Official. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the facility, nor block passage through facility roads.

8.2.5. Restoration of Storage Area: Upon completion of the project and after removal of trailers, materials, and equipment from within any fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

8.3 SIGNS:

8.3.1. References: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. Army Corps of Engineers Publications:

EP 310-1-6 U.S. Army Corps of Engineers Sign Standards Manual

8.3.2. Safety Sign: (JUN 1994). A safety sign shall be provided and erected at a location designated by the Ordering Officer. The sign shall conform to the applicable requirements of EP 310-1-6. The sign shall be erected as soon as possible and within 15 days after the date of receipt of notice to proceed. (CENAB)

ATTACHMENTS:

- 1) Risk Assessment for Excavation and Other work in the Vicinity of Utilities
- 2) Three Page CQC Form
- 3) ENG Form 4288
- 4) ENG Form 4025

**RISK ASSESSMENT FOR
EXCAVATION AND OTHER WORK IN THE VICINITY OF UTILITIES**

PROJECT

NAME: _____

CONTRACT

NUMBER: _____

PROJECT

LOCATION: _____

PROPOSED EXCAVATION START DATE: _____

1. ? ESTABLISH EXCAVATION DETAILS AND DRAWINGS (check when completed)
2. ?PROPOSED EXCAVATION AREA MARKED ("white lining) (check when completed)
3. ?CONTACT APPROPRIATE ONE-CALL SERVICE FOR PUBLIC UTILITIES
4. ?CONTACT OWNERS OF ALL PRIVATELY OWNED UTILITIES (non one-call members)
5. ?DATE UTILITIES WERE MARKED AND METHODS OF MARKING

ONE-CALL

LOCATORS _____

OTHER

LOCATORS _____

6. ? UTILITIES DEFINED ON SITE:

?NONE ? ELECTRIC ? GAS ?WATER ? TELEPHONE ?CATV

?SEWER ?DRAINAGE

?OTHER _____

7. LEVEL OF RISK: (Based upon personal safety and consequences of utility outages.)

?SEVERE: Excavation required within immediate vicinity (<2 ft.) of MARKED utility.

? MODERATE: Excavation required outside the immediate vicinity (>2 ft.) of MARKED utility.

? MINIMAL: Excavation required in area with no utilities.

CONSEQUENCES IF EXISTING UTILITIES ARE DAMAGED/DISRUPTED: _____

8. ENGINEERING CONTROLS REQUIRED:

?NONE ?HAND EXCAVATE TO LOCATE UTILITY ? EXCAVATE WITH DUE CARE

?OTHER _____

9. ?NOTIFICATION OF CONTRACTING OFFICER'S REPRESENTATIVE ON _____

THE INFORMATION NOTED ABOVE IS ACCURATE AND THE WORK IS READY TO PROCEED

SIGNATURE AND DATE _____

ON SITE GOVERNMENT REPRESENTATIVE'S RECOMMENDATION FOR APPROVAL TO EXCAVATE

? YES ?NO SIGNATURE AND DATE _____

DAILY CONSTRUCTION QUALITY CONTROL REPORT

CONTRACTOR'S NAME:
ADDRESS:
PHONE NUMBER:

PROJECT NAME:	
LOCATION:	DATE:
CONTRACT NUMBER:	REPORT NO.:
SUPERINTENDENT:	

TYPE OF WORKERS	NUMBER	TYPES OF EQUIPMENT	CONSTRUCTION ON SITE	NUMBER

COMPANY	SUBCONTRACTOR'S RESPONSIBILITY	FOREMAN	NUMBER OF WORKERS

TOTALS:

NO. OF WORKERS TODAY	MANHOURS TODAY	MANHOURS FOR THIS PERIOD

CONTRACT MATERIALS AND EQUIPMENT DELIVERED TO SITE	
WEATHER:	SITE CONDITIONS:
DID A DELAY OR WORK STOPPAGE OCCUR TODAY?	
IF YES, EXPLAIN	
HAS ANYTHING DEVELOPED IN THE WORK WHICH MAY LEAD TO A CHANGE OR FINDING OF FACT?	
IF YES, EXPLAIN	

DESCRIPTION OF WORK PERFORMED TODAY (LIST BY DEFINABLE FEATURES OF WORK)
PREPARATORY INSPECTION: LIST ALL INSPECTIONS BY SUBJECT AND SPECIFICATIN LOCATION. ATTACH MINUTES OF MEETINGS AND LIST OF ALL ATTENDEES.
HAVE ALL REQUIRED SUBMITTALS AND SAMPLES OF CONSTRUCTION BEEN APPROVED?
DO THE MATERIALS AND EQUIPMENT TO BE USED CONFORM TO THE SUBMITTALS?
HAS ALL PRELIMINARY WORK BEEN INSPECTED, TESTED AND COMPLETED?
TEST REQUIRED AND INSPECTION TECHNIQUES TO BE EXECUTED TO PROVE CONTRACT COMPLIANCE (INCLUDE BOTH EXPECTED AND ACTUAL RESULTS)
HAS A PHASE HAZARD ANALYSIS BEEN PERFORMED?
COMMENTS AND DEFICIENCIES NOTED AND CORRECTIVE ACTION TAKEN:

ALL INSTRUCTIONS RECEIVED FROM QA PERSONNEL AND ACTIONS TAKEN:
JOB SAFETY (INCLUDE MEETINGS HELD AND DEFICIENCIES NOTED WITH CORRECTIVE ACTIONS):
INITIAL INSPECTION: LIST ALL INSPECTIONS BY SUBJECT AND SPECIFICATION LOCATION. COMMENTS AND/OR DEFICIENCIES NOTED AND CORRECTIVE ACTION TAKEN:
FOLLOW-UP INSPECTION: LIST ALL INSPECTIONS BY THE SUBJECT AND SPECIFICATION LOCATION. COMMENTS AND/OR DEFICIENCIES NOTED AND CORRECTIVE ACTION TAKEN:
SIGNATURE: _____ QUALITY CONTROL REPRESENTATIVE/MANAGER
THE ABOVE REPORT IS COMPLETE AND CORRECT. ALL MATERIALS AND EQUIPMENT USED AND ALL WORK PERFORMED DURING THIS REPORTING PERIOD ARE IN COMPLIANCE WITH THE CONTRACT SPECIFICATIONS AND SUBMITTALS, EXCEPT AS NOTED ABOVE. SIGNATURE: _____ CONTRACTOR'S APPROVED AUTHORIZED REPRESENTATIVE

[illegible]

ENG FORM 4025-R, MAR 95

INSTRUCTIONS
ENG Form 4025-R

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number will form a serial number for identifying each submittal. For new submittals or re-submittals mark the appropriate box; on re-submittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item no." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications – also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material of Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in the space provided in Section I, column I to each item submitted. In addition, they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|--|
| A – Approved as submitted. | E – Disapproved (see attached). |
| B – Approved, except as noted on drawings. | F – Receipt acknowledged. |
| C – Approved, except as noted on drawings.
Refer to attached sheet, resubmission required. | FX – Receipt acknowledged, does not comply
as noted with contract requirements. |
| D – Will be returned by separate correspondence. | G – Other (Specify). |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

